



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

January 31, 2018

CBCA 5958-TRAV

In the Matter of GERALD S. RAYMOND, JR.,

Gerald S. Raymond, Jr., New Orleans, LA, Claimant.

Anna S. Trujillo, Employee Relations Liaison, Federal Grain Inspection Service,
Department of Agriculture, League City, TX, appearing for Department of Agriculture.

CHADWICK, Board Judge.

Gerald S. Raymond, Jr., works for the Federal Grain Inspection Service, a component of the Department of Agriculture, in the New Orleans, Louisiana, area. He seeks review of the agency's denials of multiple vouchers in which he sought reimbursement for automobile travel within a twenty-five-mile radius of his duty station. Upon an initial review of the claim and the agency's decision, the Board advised Mr. Raymond that the dispute appeared to be beyond our authority to resolve, as it arises under the terms of a collective bargaining agreement (CBA) which provides for a union grievance procedure. *See* 5 U.S.C. § 7121(a)(1) (2012) (“[Grievance] procedures shall be the exclusive administrative procedures for resolving grievances which fall within [a CBA’s] coverage.”); *Muniz v. United States*, 972 F.2d 1304, 1311 (Fed. Cir. 1992); *Kwok Hin Ko*, CBCA 5511-TRAV, 17-1 BCA ¶ 36,604. We therefore suspended the agency’s response deadline and invited Mr. Raymond to explain whether and, if so, why he contended that “the CBA applicable to his position does not cover his travel claim.”

In response, Mr. Raymond does not argue that the agreement does not cover his claim, but explains that he “wish[es] to avoid filing a grievance procedure . . . at this time” because he “do[es] not believe the agency is capable or willing to come to a fair and honest resolution.” He asserts that the agency, “by means of its multiple representatives, has failed on numerous occurrences to properly understand and implement the” CBA. Mr. Raymond asks the Board “to settle this dispute through [alternative dispute resolution] with [the presiding judge’s] direct involvement,” and further asks that we allow the person identified in his claim as his “union representative” to represent him in that process.

We lack authority to do as Mr. Raymond asks. The statute making grievances “the exclusive” avenue for resolving disputes under CBAs is unequivocal, 5 U.S.C. § 7121(a)(1), and our review of the public agreement in force between Mr. Raymond’s agency and the National Council of Federal Grain Inspection Locals, American Federation of Government Employees (AFL-CIO), confirms that the grievance process encompasses travel claims. Although he does not cite the statute, it seems possible that Mr. Raymond interprets 31 U.S.C. § 3702(a)(2), which authorizes the Administrator of General Services (who has delegated the authority to us) to “settle” travel claims, to mean that we can mediate a settlement with the agency of his claim. The term “settle” in the statute, however, merely refers to our authority to make a final payment decision for the executive branch. *E.g., Janice F. Stuart*, GSBCA 16596-RELO, 05-2 BCA ¶ 33,024, at 163,668. We do not have that authority where, as here, a travel claim is “subject to the dispute resolution processes of [a] collective bargaining agreement.” *Muniz*, 972 F.2d at 1311.

Decision

The claim is dismissed.

KYLE CHADWICK
Board Judge